BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

Name of the Work

"Upgrading of inlet at Sigehallilake"

Cost of the work: Rs.100.00 Lakhs

Office of the Executive Engineer ,Lakes(East & K R Puram)
Room No. 309, 3rd floor, Annex Building-3, N.R Square,
Bangalore – 560 002

Contractor Executive Engineer(Lakes-East & KRPC)

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	4
3.	QUALIFICATION INFORMATION	14
4.	FORMOFTENDER,LETTEROFACCEPTANCE,NOTICETO PROCEED WITH THE WORK AND AGREEMENT FORM	17
5.	CONDITIONS OF CONTRACT (CC)	20
6.	CONTRACT DATA	34
7	SPECIFICATIONS	40
8	DRAWINGS	41
9.	BILL OF QUANTITIES	42
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	43

BRUHATH BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer,Lakes (East Zone & KR Puram Constituency) Room No.309, 3rd Floor,Annex-3 building, Bruhat Bengaluru MahanagaraPalike head office, N.R .Square, Bengaluru– 560 002

TenderNo:EE/Lakes/East&KRPC/TN-04/2025-26 **Date:19.06.2025**

INVITATION FOR TENDER(IFT)
(SHORT TERM TENDER NOTIFICATION)
(Through GOK Karnataka Public Procurement Portal only)

Tenders on item rate basis are invited by the undersigned for the work mentioned below from the registered contractors of Bruhath Bengaluru MahanagaraPalike or equivalent registration with CPWD / KPWD / Railways / MES or any State Government Organizations.

The Tender documents can be downloaded from the GOK **Karnataka Public Procurement Portal** Website **(https://kppp.karnataka.gov.in)** on payment of prescribed fee noted against each item of work (non refundable) in the form of e-Payment through KPPP Platform. The Tenderer should accompany a copy of the Valid Registration Certificate and shall be submitted through **Karnataka Public Procurement Portal**. (Standard Tender Bid Document)

Sl. No	Zone	Name of the Work	Value of work (Rs. in Lakhs)	EMD (in Rupees)	Stipulated Period of Completion	Eligibility of Contractor
1	East	Desilting and cutting of extra width of filled earth at Sunday market side (towards Chandrika soap factory side) and fencing at eastern side (road side) of Kacharakanahalli lake	350.00	525000.00	11 Months	General
2	K R Puram	Upgrading of inlet at Seegehalli lake	100.00	200000.00	11 Months	General
3	K R Puram	Desilting of Kalkere lake	1000.00	1500000.00	11 Months	General

Tender Processing fee and EMD should be made in **Karnataka Public Procurement Portal** only

Calendar of events:

1. Date of availability of Tender Documents: 21.06.2025 after 16:00 hours
2. Pre bid meeting: 26.06.2025 at 15:00 hours(*Address)
3. Last Date & Time for receipt of Tenders: 07.07.2025 upto 15:00 hours
4. Date of opening of Technical bid: 08.07.2025 at 15:30 hours
5. Date of opening of financial bid: After approval of technical bid

Address*

Contractor

Executive Engineer(Lakes-East&KRPC)

Pre bid meeting will be held in the office of Chief Engineer,FECC(No 308, 3rd floor, Annex-2 building, BBMP head office, NR Square)

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK KPPP Platform **(https://kppp.karnataka.gov.in) website.**
2. Tender documents may be downloaded from Government of Karnataka Public Procurement Portalwebsite **https://kppp.karnataka.gov.in** under login for Contractors.
3. The contractors shall submit the digitally signed tenders electronically on or before the last date and time of submission of tender as published in the Karnataka Public Procurement Portal along with stipulated EMD notified in the tender document.
4. The Tender will remain valid for **90 Days** from the Date of Opening of Tender.
5. FSD will be refunded only after **1 Year** from date of completion of work and after inspection from competent authority.
6. Tenders must be accompanied by Earnest Money Deposit specified for the work as in the Table. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
7. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract (Standard Tender Bid Document) also Tenderers are advised to go through the Standard Bid Documents.
8. Corrigendum/ modification/corrections, if any, will be published in the website only.
9. The Tender inviting authority reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
10. **Successful Tenderer should deliver to the employer a security deposits equivalent 5% of the Contract price in form of DD / Bank Guarantee in favour of Chief Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
11. **An additional security for unbalanced bids (difference amount) in the form of DD/ Bank Guarantee with work indent number is to be submitted in favour of Chief Commissioner BBMP, otherwise action will be initiated as per Standard Bid document clauses (Including for the reserved category)**
12. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
13. GST shall be paid to the tendered amount separately

14. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
15. All the participants should produce all the original documents for verification whenever necessary.
16. No Joint Venture / Consortium is permissible. Conditional Tenders will not be entertained and they are rejected.
17. Further particulars can be had from the office of the Executive Engineer, East/KRPC Lakes, BBMP during the working days between 10.00 A.M. to 5.30 P.M. in the above mentioned address.
18. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.

-Sd/-

Executive Engineer
Lakes(East zone & KRPC)
Bruhath Bengaluru MahanagaraPalike

Copy to:

1. Copy submitted to Personal Secretary of Chief Commissioner to bring to kind notice of Chief Commissioner, BBMP.
2. Copy submitted to the Special Commissioner (FECC) for kind information.
3. Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
4. Copy submitted to the Joint Commissioner (East) for kind information.
5. Copy submitted to the Engineer-In-Chief for kind information.
6. Copy submitted to the Chief Engineer (FECC) for kind information.
7. Copy submitted to Chief Auditor / Chief Account officer for kind information
8. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case
   may be within next two days & requested to communicate the same to this Office as early as possible.
9. Copy to Acct.Suptd/ Cashier of Division office for necessary action.
10. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
11. Notice Board / Office Copy

Executive Engineer

Lakes(East zone & KRPC)
Bruhath Bengaluru MahanagaraPalike

SECTION 2:INSTRUCTIONS TO TENDERERS (ITT)

TableofClauses

		Page No.
A.	**General**	
1.	Scope of Tender	5
2.	EligibleTenderers	5
3.	Qualificationofthe Tenderer	5
4.	One Tender per Tenderer	6
5.	Costof Tendering	6
6.	SiteVisit	7
B.	**Tender Documents**	
1.	ContentofTender documents	7
2.	ClarificationofTender Document	7
3.	AmendmentofTender documents	7
C.	**Preparationof Tenders**	
4.	DocumentscomprisingtheTender	7
5.	Tender prices	8
6.	Tender validity	8
7.	Earnestmoney deposit	8
8.	FormatandsigningofTender	9
D.	**Submission of Tenders**	
9.	SealingandmarkingofTenders	9
10.	DeadlineforsubmissionofTenders	9
11.	LateTenders	9
12.	ModificationandWithdrawalofTenders	10
E.	**Tenderopeningandevaluation**	
13.	OpeningofFirstCoverof allTendersandevaluationtodetermine qualifiedTenderers	10
14.	OpeningofSecond CoverTendersof qualifiedTendersand evaluation	10
15.	Processtobeconfidential	11
16.	ClarificationofTenders	11
17.	ExaminationofTendersanddeterminationof responsiveness	11
18.	Correctionof errors	11
19.	EvaluationandcomparisonofTenders	12
F.	**Awardofcontract**	
20.	Awardcriteria	12
21.	Employer'sright to accept anyTender and to rejectany or all Tenders	12
22.	NotificationofawardandsigningofAgreement	12
23.	Securitydeposit	13
24.	AdvancepaymentandSecurity	13
31	CorruptorFraudulentPractices	13

A. General

1. Scope of Tender

1.1 The Office of the Executive Engineer (Lakes-East & KRPC), BBMP, 3rd Floor, Annex 3 building, N. R. Square, Bangalore - 560002(ReferredtoasEmployerinthesedocuments)invitestendersfollowingTwo Cover tender procedure, from eligible Tenderers, for the construction of works (as defined inthese documents and referred to as "the works") detailed in the Table given in the Invitation forTenders(IFT).TheTenderersmaysubmittendersforanyoralloftheworksdetailedinthetablegive n in IFT.

2. EligibleTenderers

2.1 Tenderersshallnotbeunderadeclarationofineligibilityforcorruptandfraudulentpractices issuedby the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 AllTenderersshallprovidetherequestedinformationaccuratelyandinsufficientdetailin Section3: Qualification information.

3.2 Toqualifyforawardofthiscontract,eachTendererinitsnameshouldhaveinthelastfivey earsi.e. 2000-2001 to 2004-2005)[3]

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.169.49 lakhs***(usuallynotlessthantwotimestheestimated annualpaymentsunderthis contract)*;*

(b) Satisfactorily completed, as prime contractor, for at least one similar work such as Lake development work of value not less than **Rs.42.37 Lakhs**

(c) executedinanyoneyear,thefollowingminimumquantitiesofwork:[7]

Description		Qty
a)	Earth work excavation	6041.71Cum
b)	Cement Concrete	123.39Cum
c)	Steel	1002.88 kg
d)	NP3 Pipe	160.00m
e)	Kerb	355Nos

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executingbuildingelectrificationworksandshouldhaveexecutedsimilarelectricalw orkstotaling Rs. *(usually not less than 50% of the electrical works)** in any one year;[8]

(e) The Tenderer or his identified sub-contractorshould possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs… ..... (*usuallynotlessthan50%ofthewatersu pply/sanitaryengineeringworks)**inanyoneyear;[9]

3.3 EachTenderer shouldfurther demonstrate:

(a) Availabilitybyowningthefollowingkeyandcriticalequipmentforthiswork:----

---

liquid assets and/or availability of credit facilities of no less than**Rs25.42 Lakhs**(Creditlines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invitedinthisIFT,theTenderermustdemonstratehavingexperienceandresourcest omeetthe aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer'scompliancewith thequalifyingcriteriaexceptto theextentstatedin 3.2(d)and(e)above.

3.6 Tenderers whomeettheabovespecifiedminimumqualifyingcriteria,willonlybequalified,iftheir available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tendercapacity = (A*N*1.5 - B)

where

A= Maximumvalueofcivilengineeringworksexecutedin anyoneyearduringthelastfiveyears *(updated to ——— [11] price level)* taking into accountthe completed as well as works in progress.

N= Numberofyearsprescribed forcompletionofthe worksforwhichtendersare invited.

B= Value,at———[12]pricelevel,ofexistingcommitmentsandon-goingworkstobecompleted during the next.....years *(period of completion of the works for which Tenders areinvited)**

Note: *The statements showing the value of existing commitments and on-going worksas well as the stipulatedperiodofcompletionremainingforeachoftheworkslistedshouldbecounte rsignedby the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.2 EventhoughtheTenderersmeettheabovecriteria,theyaresubjectto bedisqualifiedifthey have:

- mademisleadingorfalserepresentationsintheforms,statementsandattachmentss ubmittedin proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, notproperlycompleting the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participatedin thepreviousTenderforthesameworkandhadquotedunreasonablyhightender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permittedorrequested)willcauseallthe proposalswiththeTenderer'sparticipationtobedis qualified.

5. Cost of Tendering:

5.1 Thetenderershallbearallcostsassociatedwith thepreparationandsubmissionofhistender,andthe Employer will in no case be responsible and liable for those costs.

[11]FYinwhichthetendersare invited.
[12]FYinwhichthetendersare invited

Contractor Executive Engineer(Lakes-East&KRPC)

6. Site visit:

6.1 TheTendererathisownresponsibilityandriskisencouragedtovisitandexaminetheSiteofWorks and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 Thesetoftenderdocumentsshallhaveall theSectionsgivenin Page2:
7.2 Boththesetsshouldbecompletedandreturnedwith thetender.

8. ClarificationofTender Documents

8.1 AprospectivetendererrequiringanyclarificationofthetenderdocumentsmaynotifytheEmployerin writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 Thetendererorhisauthorized representativeisinvited to attend apre-tendermeeting which willtake Office of the **Chief Engineer (FECC), BBMP Head Office on 26.06.2025 at 15.00 hours.**
8.2.2 Thepurposeofthemeeting willbeto clarifyissuesand to answerquestionson anymatterthatmaybe raised at that stage
8.2.3 ThetendererisrequestedtosubmitanyquestionsinwritingorbycabletoreachtheEmployernot later than one week before the meeting.
8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessaryasaresultofthepre-tendermeetingshallbemadebytheEmployerexclusivelythroughthe issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
8.2.5 Non-attendanceatthepre-tendermeetingwillnotbeacausefordisqualificationofa tenderer.

9. Amendment of Tender documents

9.1 Beforethedeadlineforsubmissionoftenders,theEmployermaymodifythetenderdocumentsby issuing addenda.
9.2 Anyaddendumthusissuedshallbepartofthetenderdocumentsandshallbecommunicatedinwriting or by cable to all the purchasers of the tender documents.
9.3 TogiveprospectiveTenderersreasonabletimeinwhichtotakeanaddendumintoaccountinpreparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparationof Tenders

10. Documents comprising the Tender

10.1 Thetendersubmitted bytheTenderershallbein two coversand shallcontain thedocumentsas follows::

10.1.1 First Cover :

(a) EarnestMoneyDeposit;
(b) QualificationInformationasperformatsgiveninSection3;

10.1.2 Second Cover:

(a) TheTender(intheformatindicatedin Section4)

(b) PricedBillofQuantities(Section9);

andanyothermaterialsrequiredtobecompletedandsubmittedbyTenderersinaccordancewiththese instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tendererssubmitting tenderstogetherwith othercontractsstated in theIFTtoformapackagewillso indicate in the tender together with any discounts offeredfor the award of more than one contract.

11. Tender prices

11.1 Thecontractshallbeforthewholeworksasdescribed in Sub-Clause1.1,based on thepriced Billof Quantities submitted by the Tenderer.

11.2 The Tenderershallfillinratesand pricesand lineitemtotal(both in figuresand words)forallitemsof the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill ofQuantities**.Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 Allduties,taxes,andotherleviespayablebythecontractorunderthecontract,orforanyothercause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 TheratesandpricesquotedbytheTenderershallbesubjectto adjustmentduringtheperformanceof the Contractin accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tendersshallremain valid foraperiodnotlessthan ninetydaysafterthedeadlinedatefortender submission specified in Clause 16.A tender valid for a shorter period shall be rejected by theEmployer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period.The request and the Tenderers'responses shall be made in writing or bycable.A Tenderer may refuse the request without forfeiting his earnest money deposit.A Tenderer agreeing to the request will not be required or permitted to modifyhistender,butwillberequired to extend thevalidityofhisearnestmoneydeposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4oftheTableofIFTforthisparticularwork.Thisearnestmoneydepositshallbein favourof ..... andmaybe intheformofBanker's cheque/ Demanddraft/PayOrder, in favour of ..... ……..payable at..... orCashorspecified SmallSavings Instruments [13]pledgedto……..……..

13.2 Instrumentshavingfixedvalidityissuedasearnestmoneydepositforthetendershallbevalid for45 days **beyond** the validity of the tender.

13.3 Anytendernotaccompaniedbyanacceptableearnestmoneydepositandnotsecuredasindicatedin Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 TheearnestmoneydepositofunsuccessfulTendererswillbereturned within 30 daysoftheend ofthe tender validity period specified in Sub-Clause 12.1.

13.5 TheearnestmoneydepositofthesuccessfulTendererwillbedischargedwhentheTendererhassigned the Agreement and furnished the required Performance Security.

13.6 Theearnestmoneydepositmaybeforfeited:

(a) iftheTenderer withdrawsthe Tenderaftertenderopeningduring theperiod oftender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) inthecaseofasuccessfulTenderer,iftheTendererfailswithinthespecifiedtimelimitto

(i) signtheAgreement;or

(ii) furnishtherequiredSecuritydeposit

[13]ReferClause12(1)ChapterIVofKTPPRules2000

14. Formatand signingof Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as describedinClause10ofthese*InstructionstoTenderers*,andclearlymarked"**ORIGINAL**"and "**COPY"** as appropriate.In the event of discrepancy between them, the original shall prevail.

14.2 Theoriginaland acopyoftheTendershallbetyped orwritten in indelibleink and shallbesigned bya person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 TheTendershallcontainnoalterationsoradditions,exceptthosetocomplywithinstructionsissuedby the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealingandmarkingof tenders

15.1 The Tenderer shallsealthe originaland a copyof the Tender in separate envelopes, dulymarking the envelopesas"**ORIGINAL**"and"**COPY**".Theseenvelopes(calledasinnerenvelopes)shallthenbe put inside one outer envelope.

15.2 The**inner and outer** envelopes shall

(a) beaddressedtotheEmployeratthefollowingaddress:
.....

.....
(insertaddressofofficeforTendersubmission),and

(b) bearthefollowingidentification:

- Tender for..... [nameof contract]
- Tender Reference No.....[insert number]
- DONOTOPEN BEFORE.....[timeanddatefortenderopening,perClause19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the nameandaddressoftheTenderertoenablethetenderto bereturnedunopenedin caseitisdeclared late, pursuant to Clause 17.

15.4 Iftheouterenvelopeisnotsealedandmarkedasabove,theEmployerwillassumenoresponsibilityfor the misplacement or premature opening of the Tender.

16. Deadlineforsubmissionofthe Tenders

16.1 TendersmustbereceivedbytheEmployerattheaddressspecifiedabovenolaterthan. ..... [14]Intheeventofthespecifieddateforthesubmissionoftendersbeing declaredaholidayfortheEmployer,thetenderswillbereceiveduptotheappointedtimeonthenext working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordancewithClause9,inwhichcaseallrightsandobligationsoftheEmployerandtheTenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 AnyTenderreceivedbytheEmployerafterthedeadlineprescribedinClause16willbereturned unopened to the Tenderer.

[14]Inserttimeanddate;thisshouldbethesameasthosegivenin theInvitationfor Tenders

18. ModificationandWithdrawalofTenders

18.1 TenderersmaymodifycontentsofFirstorSecondCoversseparatelyforeachCoverorwithdrawtheir Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 EachTenderer'smodificationseparatelyforeachCoverorwithdrawalnoticeshallbeprepared,sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 NoTendermaybemodifiedafterthedeadlineforsubmissionofTenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuantto Clause12.2mayresultintheforfeitureoftheearnestmoneydepositpursuanttoClause13.

18.5 Tenderersmayonlyofferdiscountsto,orotherwisemodifythepricesoftheirTendersbysubmitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tenderopeningandevaluation

19. Openingof First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn),includingmodificationsforFirstCovermadepursuantto Clause18,in thepresenceofthe Tenderers or their representatives who choose to attend at.....hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday fortheEmployer,theTenderswillbeopenedattheappointedtimeandlocationonthenextworking day.

19.2 Envelopesmarked"**WITHDRAWAL**"shallbeopenedandreadoutfirst.TheFirstCoverofTenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 TheTenderesnames,thepresenceorabsenceofearnestmoneydeposit(amount,formatandvalidity), the submission of qualification information and suchother information as the Employer mayconsider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 TheEmployershallprepareminutesoftheTenderopening,includingtheinformationdisclosedto those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who arepresent and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[15]

19.6 TheEmployerwillevaluateanddeterminewhethereachtender(a)meetstheeligibilitycriteriadefined in ITT Clause 2;(b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimumqualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[16]

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 TheEmployerwillinformalltheQualified Tenderersthetime,dateand venuefixed fortheopening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the eventof the specified date of Second Cover opening being

[15]Refer GOKcircular No.PWD 1359SO/FC 2001(P-2) dated30th June2003.

[16]The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any casenotmorethan45days{Inexceptionalcases,approvaloftheSecretarytotheGovernmentoftheconcerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

declaredaholidayfortheEmployer,theSecondCoverswillbeopenedattheappointedtimeand location on the next working day.

20.2 Envelopesmarked**"MODIFICATIONFORSECONDCOVER"**shallbeopenedandthe submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modificationsandwithdrawals,andsuchotherdetailsastheEmployermayconsiderappropriate,will be announced by the Employer at the opening.No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendationsfortheawardofacontractshallnotbedisclosedto Tenderersoranyotherpersons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarificationof Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The requestforclarificationandtheresponseshallbeinwritingorbycable,butnochangeinthepriceor substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subjectto sub-clause22.1,noTenderershallcontacttheEmployeron anymatterrelating to itsTender from the time of the Tender opening to the time the contract is awarded.If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 AnyeffortbytheTendererto influencetheEmployerin theEmployer'sTenderevaluation,Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has beenproperlysigned;and;(b)issubstantiallyresponsiveto therequirementsoftheTenderdocuments.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, andspecificationsoftheTenderdocuments,withoutmaterialdeviationorreservation.Amaterialdeviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affectunfairlythecompetitivepositionofotherTendererspresentingsubstantiallyresponsiveTenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequentlybemaderesponsivebycorrectionorwithdrawalofthenonconformingdeviationor reservation.

24. Correction of errors

24.1 TendersdeterminedtobesubstantiallyresponsivewillbecheckedbytheEmployerforanyarithmetic errors. Errors will be corrected by the Employer as follows:

(a) wherethereisadiscrepancybetweentheratesin figuresand in words,thelowerofthetwo will govern[17]; and

(b) wherethereisadiscrepancybetweentheunitrateandthelineitemtotalresultingfrom multiplying the unit rate by the quantity, the unit rate as quoted will govern.

[17]Clause25(2)ofChapterVIofKTPPRules2000statesthat"in caseofdiscrepancybetweenthepricequoted in words and figures, the lower of the two shall be considered".

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shallbe considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. EvaluationandcomparisonofTenders

25.1 TheEmployerwillevaluateandcompareonlytheTendersdeterminedtobesubstantiallyresponsivein accordance with Clause 23.

25.2 InevaluatingtheTenders,theEmployerwilldetermineforeachTendertheevaluatedTenderPriceby adjusting the Tender Price as follows:

(a) makinganycorrectionforerrorspursuantto Clause24;and

(b) makingappropriateadjustmentstoreflectdiscountsorotherpricemodificationsofferedin accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements oftheTenderdocumentsorotherwiseresultin unsolicitedbenefitsfortheEmployershallnotbetaken into account in Tender evaluation.

25.4 TheestimatedeffectofthepriceadjustmentconditionsunderClause41oftheConditionsofContract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 IfthetenderofthesuccessfultendererisseriouslyunbalancedinrelationtotheEmployer'sestimateof the cost of the work to be performed under the contract, the Employer may require the Tenderer to producedetailed priceanalysesforanyorallitemsoftheBillofQuantities,todemonstratetheinternal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of theperformance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Awardof Contract

26. Awardcriteria

26.1 Subjectto Clause27,theEmployerwillaward theContractto theTendererwhoseTenderhasbeen determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to canceltheTenderprocessandrejectallTenders,atanytimepriorto theawardofContract,without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notificationof award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the*Conditions ofContract*called the "Letter of Acceptance") will statethesumthattheEmployerwillpaytheContractorin consideration oftheexecution,completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 Thenotificationofawardwillconstitutetheformationofthe Contract,subjectonlytothefurnishingof Security deposit in accordance with the provisions of Clause 29.

28.3 TheAgreementwillincorporateallagreementsbetweentheEmployerandthesuccessfulTenderer.It will bekept ready for signature of the successful Tenderer in the office of Employer within 30 days

followingthenotificationofawardalongwiththeLetterofAcceptance.Within20daysofreceipt,the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 UponthefurnishingbythesuccessfulTendererofthePerformanceSecurity,theEmployerwill promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the EmployeraSecuritydepositin anyoftheformsgivenbelowforanamountequivalentto 10%ofthe ContractpriceplusadditionalsecurityforunbalancedtendersinaccordancewithClause25.5ofITT and Clause 44 of the Conditions of Contract. :

- Cash or
- Banker'scheque/Demand draft,/PayOrder infavourof**Chief Commissioner, BBMP**payable At Bengaluru or
- Abankguaranteeintheformgiven in Section10;or
- SpecifiedSmallSavingsInstrumentspledgedtoChief Commissioner (BBMP)/Executive Engineer(Lakes-East & KRPC)

29.2 IfthesecuritydepositisprovidedbythesuccessfulTendererin theformofaBankGuarantee,itshall be issued either by a Nationalized/Scheduled bank.

29.3 Thesecuritydepositiffurnishedin cashordemanddraftcan,ifrequested,beconvertedto interest bearing securities at the cost of the contractor.

29.4 FailureofthesuccessfulTendererto complywith therequirementsofSub-Clause29.1 shallconstitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 TheEmployerwillprovideanadvancepaymentonthecontractpriceasstipulatedintheConditionsof Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 TheGOKrequiresthattheTenderers/Suppliers/Contractors,observethehigheststandardofethics during the procurement and execution of such contracts.In pursuance of this policy, GOK :

(a) willrejectaproposalforawardifitdeterminesthattheTendererrecommendedforawardhas engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) willdeclareafirmineligible,eitherindefinitelyorforastated period oftime,to beawarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore,TendersshallbeawareoftheprovisionstatedIn sub-clause50.2oftheConditionsof Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunderwill be used for purposes of computing Tender capacityasprovided forin Clause3oftheInstructionsto Tenderers.Thisinformation willnotbeincorporated in the Contract.

1.1 Constitutionorlegalstatusof Tenderer [Attachcopy]

Place of Registration _____ (Attach Copy)

Principalplaceofbusiness: _____

1.2 Totalvalueofcivilengineeringconstruction works executed and payments received in the last five years (inRs.Lakhs)[19]

2000 - 01[18] _____
2001 - 02 _____
2002 - 03 _____
2003 - 04 _____
2004- 05 _____

1.3 WorkperformedasPrimeContractor(inthesamename)onworksofsimilarnatureoverduringthe five years specified in 1.2 above.

Project Name	NameofEmployer	Descrip-tionof Work	Contract Number	ValueofcontractRs. Lakhs	Dateof issueof work order	SpecifiedperiodofcompletionActualdateofcompletion		Remarksexplainingreasons fordelayincompletionofwork
1	2	3	4	5	6	7	8	9

1.4 Quantitiesofwork executed asprimecontractor(in thesamename)during thelastfiveyearsspecified in 1.2 above:

Year	Nameof Work	Nameof Employer	Quantityofwork performed (cum)[20]			Remarks(Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2000-01						
2001-02						
2002-03						
2003-04						
2004-05						

1.5 Information on worksforwhich Tendershavebeen submitted and workswhich areyettobe completed as on the date of this Tender.

(A) Existingcommitmentsandon-goingworks:

[18] Changetheyearsappropriately
[19] AttachCertificatefromCharteredAccountant
[20] Itemsofworkforwhichdataisrequestedshouldtallywith thatspecifiedin ITTClause3

Description of Work	Place & State	Contract No. &Date	Name and Addressof Employer	Value of Contract (Rs.lakhs)	Stipulated periodof completion	Value of works[21] remainingtobe completed (Rs.lakhs)	Anticipated dateof completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for whichTenders already submitted:

Description of Work	Place & State	Nameand Address of Employer	Estimated valueof works (Rs.lakhs)	Stipulated periodof completion	Date when decisionis expected	Remarks ifany
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6. Thefollowingitemsofequipmentareconsideredessentialforsuccessfullycarryingouttheworks.The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[22] No.	Capacity	Owned	Owned and available Number/ Capacity	Age/ Condition	Remarks

1.7 Reportsonthefinancialstandingofthetenderer,suchasprofitandlossstatementsandauditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employmentwith thetendererandthosethatareproposedto bedeployedonthiscontract,ifawarded.

1.9. Name,address,andtelephone,telex,andfaxnumbersoftheTenderers'bankerswhomayprovide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3(b):Cashin hand,LetterofCreditetc.Listthembelowandattachcertificatefromthe Banker in thesuggested format as under:

BANKER'S CERTIFICATE

ThisistocertifythatM/s.....isareputed companywith agood financial standing.If the contract for this work, namely..... (*nameofthework)*is awardedto the abovefirm, we shallbe able toprovideoverdraft/creditfacilities to theextent of Rs. …..... tomeettheworking capitalrequirementsfor executingtheabove contract

[21]AttachCertificatesfromEngineers–in-Charge

[22]Theitemofequipment,requirednumberandcapacityshouldmatchwiththosespecifiedinITTClause3.3(a)

Sd/-
NameoftheBank,SeniorBankManger
Address:…….

1.11 Proposalsforsubcontractingcomponentsofworksamountingtomorethan20%ofthecontractprice.

Item of Work	Value of Sub-Contract	IdentifiedSub-Contractor (Name and address)	Experienceofsimilar work[23]

1.12 Informationon litigationsinwhich theTenderer is involved:

Other Party(ies)	Employer	Details of dispute	Amount involved	Remarksshowing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment,dulysupportedwithbroadcalculationsandqualitycontrolproceduresproposedtobe adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

[23] AttachcertificatesfromtherespectiveEmployers.

SECTION 4: FORMSOFTENDER,LETTEROFACEPTANCE,NOTICETOPROCEEDWITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works:_____

_____

_____

_____[24]

Tender

To :_____

Address:_____

_____[25]

GENTLEMEN,

We offer to execute the Works described above inaccordance with the Conditionsof Contract accompanying this Tender for the Contract Price of _____*[in figures]*
(_____)*[in letters]*.[26]

ThisTenderandyourwrittenacceptanceofitshallconstituteabindingcontractbetweenus.Weunderstandthat you are not bound to accept the lowest or any Tender you receive.

Theadvancepayment requiredis Rs…….

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)theabovecontract,wewill strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

WeherebyconfirmthatthisTendercomplieswith theTendervalidityandEarnestmoneydepositrequiredby the Tender documents.

Weattachherewithourcurrentincome-taxclearancecertificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:_____

Name of Tenderer
_____ Address: - - -

Letter of Acceptance
(letterheadpaperoftheEmployer)

_____[date]

To: _____[nameand address of the Contractor]

Dear Sirs,

This is to notifyyou thatyour Tender dated _____ for execution of the _____ [nameofthecontractandidentificationnumber,asgivenin theInstructionsto Tenderers]fortheContractPrice of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause25.5ofITT,intheformdetailedinClause29.1ofITTforanamountofRs.————within20days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract,failing which action as stated inPara 29.4 of ITT will be taken.

Yoursfaithfully,

Authorized Signature

NameandTitleofSignatory

Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

———— (date)

To

————————————(name andaddress ofthe Contractor)

_____

_____

Dear Sirs:

Pursuantto yourfurnishingtherequisitesecuritydepositasstipulatedin ITTClause29.1andsigningof the contract agreement for the construction of ————[27]a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature,nameandtitleofsignatoryauthorizedtosignonbehalfofEmployer)

[27]Nameofthe Contract

Contractor Executive Engineer(Lakes-East&KRPC)

Agreement Form

Agreement

This agreement, made the _____day of _____20_____,
between_____
_____[nameandaddressofEmployer]
(hereinaftercalled"theEmployer")oftheonepartand_____
_____
_____[nameandaddressofcontractor]
(hereinafter called "the Contractor") of the other part.

WhereastheEmployerisdesirousthattheContractorexecute_____
_____
_____[
name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted theTenderbytheContractorfortheexecutionandcompletionofsuchWorksandtheremedyingofanydefects thereinat a contract price of Rupees.....

NOWTHIS AGREEMENT WITNESSETH asfollows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to themin theConditionsofContractthereinafterreferredto,andtheyshallbedeemedtoformandberead and construed as part of this Agreement.
2. InconsiderationofthepaymentstobemadebytheEmployertotheContractorashereinaftermentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. TheEmployerherebycovenantsto paytheContractorin considerationoftheexecutionandcompletionof the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. ThefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthisAgreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor'sTender;
   - iv) ContractData;
   - v) Conditionsofcontract(includingSpecialConditionsofContract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) BillofQuantities;and
   - ix) AnyotherdocumentlistedintheContractDataasformingpartofthecontract.

In witnesswhereofthepartiestheretohavecausedthisAgreementtobeexecutedthedayandyearfirstbefore written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said_____
_____

in the presence of:
Binding Signature ofEmployer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

Tableof Contents

A.	**General**	**Page No.**
	1. Definitions	21
	2. Interpretation	21
	3. Lawgoverningcontract	22
	4. Employersdecisions	22
	5. Delegation	22
	6. Communications	22
	7. Subcontracting	22
	8. OtherContractors	22
	9. Personnel	22
	10. Employer'sandContractor'srisks	22
	11. Employer'srisks	22
	12Contractor's risks	23
	13. Insurance	23
	14. SiteInvestigationReport	23
	15 QueryaboutContractData	23
	16 ContractortoconstructtheWorks	23
	17.TheWorkstobecompletedbyIntendedCompletion Date	23
	18Approvalsbythe Employer	24
	19. Safety	24
	20. Discoveries	24
	21. PossessionoftheSite	24
	22. AccesstotheSite	24
	23. Instructions	24
	24. Procedureforresolutionofdisputes	24
B.	**TimeControl**	
	25. Program	24
	26. ExtensionoftheIntendedCompletionDate	25
	27. DelaysorderedbytheEmployer	25
	28. Managementmeetings	25
C.	**QualityControl**	
	29. Identifyingdefects	25
	30. Tests	25
	31. Correctionofdefects	25
	32. Uncorrecteddefects	25
D.	**CostControl**	
	33 BillofQuantities(BOQ)	26
	34 Variations	26
	35. PaymentforVariations	26
	36. Submissionofbillsforpayment	27
	37Payments	27
	38. Compensationevents	27
	39. Tax	27
	40Price Adjustment	27
	41. Liquidateddamages	28
	42. AdvancePayments	28
	43. Securities	28
	44. Costof repairs	29
E	**FinishingofContract**	
	45. Completion	29
	46. TakingOver	29
	47. Finalaccount	29
	48. Asbuiltdrawingsand/orOperatingandMaintenanceManuals	29
	49. Termination	29
	50Paymentupontermination	30
	51. Property	30
	52. Releasefromperformance	30
F	**SpecialConditionsofContract**	31

Conditions of Contract

A. General

1. Definitions

1.1 Termswhicharedefinedin theContractDataarenotalsodefinedin theConditionsofContractbut keep their defined meanings. Bold letters are used to identify defined terms.

BillofQuantitiesmeansthepricedandcompletedBillofQuantitiesformingpartoftheTender.
Compensationeventsare thosedefinedinClause38 hereunder.
The**CompletionDate**isthedateofcompletion oftheWorksascertified bytheEmployerin accordance with Sub Clause 46.1.
The**Contract**isthecontractbetweentheEmployerandtheContractortoexecute,completeand maintain the Works. It consists of the documents listed in Clause 2.2 below.
The**ContractData**definesthedocumentsandotherinformationwhichcomprisetheContract.
The **Contractor**is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The**Contractor'sTender**isthecompletedTenderdocumentsubmittedbytheContractortothe Employer.
The**Contractprice**isthepricestatedintheLetterofAcceptanceandthereafterasadjustedin accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A**Defect**is any partof the Works not completedin accordance with the Contract.
The**Defectsliabilityperiod**istheperiodnamedintheContractDataandcalculatedfromthe Completion Date.
The**Employer**isthepartywhowillemploytheContractortocarryoutthe Works.
EquipmentistheContractor'smachineryandvehiclesbroughttemporarilytotheSitetoconstructthe Works.
The**InitialContractprice**istheContractPricelistedintheEmployer'sLetterofAcceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete theWorks.TheIntended Completion Dateisspecified in theContractData.TheIntended Completion Date may be revised only by the Employer by issuing an extension of time.
Materialsareallsupplies,includingconsumables,usedbythecontractorforincorporationin the Works.
PlantisanyintegralpartoftheWorkswhich istohaveamechanical,electrical,electronicorchemical or biological function.
The **Site**is the area defined as such in the Contract Data.
SpecificationmeanstheSpecificationoftheWorksincludedin theContractandanymodificationor addition made or approved by the Employer.
The**StartDate**isgivenintheContractData.ItisthedatewhentheContractorshallcommence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A**Subcontractor**isapersonorcorporatebodywhohasaContractwith theContractorto carryouta part of the work in the Contract which includes work on the Site.
A**Variation**isaninstructiongivenbytheEmployerwhichvariestheWorks.
The**Works**arewhattheContractrequirestheContractorto construct,install,andturnoverto the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning underthelanguageoftheContractunlessspecificallydefined.TheEmployerwillprovideinstructions clarifying queries about the Conditions ofContract.

2.2 ThedocumentsformingtheContractshallbeinterpretedinthefollowingorderofpriority:

(1) Agreement
(2) Letterof Acceptance, notice to proceed with the works

(3) Contractor'sTender
(4) Contract Data
(5) Conditionsof Contract
(6) Specifications
(7) Drawings
(8) Billofquantitiesand
(9) anyotherdocumentlistedintheContractDataasformingpartoftheContract.

3. Law governing contract

3.1 ThelawgoverningtheContractistheLaws ofIndiasupplantedbytheKarnatakaLocalActs.

4. Employer'sdecisions

4.1 Exceptwhereotherwisespecificallystated,theEmployerwilldecidecontractualmattersbetweenthe Employer and the Contractor .

5. Delegation

5.1 TheEmployermaydelegateanyofhisdutiesandresponsibilitiestootherpeopleafternotifyingthe Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communicationsbetweenpartieswhicharereferredtointheconditionsareeffectiveonlywhenin writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 TheContractormaysubcontractwith theapprovaloftheEmployerbutmaynotassigntheContract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 TheContractorshallcooperateandsharetheSitewithothercontractors,publicauthorities,utilities, and the Employer.

9. Personnel

9.1 TheContractorshallemploythetechnicalpersonnel(ofnumberandqualifications)asmaybe stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 IftheEmployeraskstheContractorto removeapersonwhoisamemberoftheContractor'sstaffor his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 TheEmployercarriestheriskswhichthisContractstatesareEmployer'srisks,andtheContractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 TheEmployerisresponsiblefortheexceptedriskswhichare:
(a) rebellion,riotcommotionordisorderunlesssolelyrestrictedtoemployeesoftheContractororhis Sub-Contractors arising from the conduct of the Works;or

(b) acauseduesolelyto thedesignof theWorks,otherthantheContractor'sdesign;or
(c) anyoperationoftheforcesofnature(insofarasitoccursontheSite)whichanexperienced contractor:
(i) couldnothavereasonablyforeseen;or
(ii) couldreasonablyhaveforeseen,butagainstwhichhecouldnotreasonablyhavetakenat least one of the following measures;
(A) preventlossordamageto physicalpropertyfromoccurringbytakingappropriate measures or
(B) insureagainstsuch lossor damage

12. Contractor'srisks

12.1 Allrisks of loss of or damage to physicalpropertyand of personalinjuryand death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 TheContractorshallpriorto commencing theworks,effectand thereaftermaintain insurances,in the jointnamesof theEmployer andthe Contractor,(cover fromthe firstworking dayafter theStartDate to the end of DefectsLiability Period), in the amounts stated in the Contract Data :
(a) forlossofordamageto theWorks,PlantsandMaterialsandtheContractor'sequipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising outoftheContractor'sperformanceoftheContractincluding theContractor'sliabilityfor damage to the Employer's property other than the Works and
(c) forliabilityofboth Partiesand ofanyEmployer'srepresentativefordeath and injuryto the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shallbeheld jointlybythePartiesand used fortherepairofthelossordamageorascompensationfor loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay thepremiumsdueandrecoverthesameasadeductionfromanyothermoniesdueto theContractor.If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterationsto thetermsofaninsuranceshallnotbemadewithouttheapprovaloftheEmployer.

13.5 BothPartiesshallcomplywithanyconditionsoftheinsurance policies.

14. SiteInvestigationReports:

14.1 TheContractor,in preparingthetender,shallrelyon anysiteinvestigation reportsreferred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 TheEmployerwillclarifyqueriesontheContractData.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification andDrawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor maycommence execution of the Works on the Start Dateand shall carry out the WorksinaccordancewiththeprogramsubmittedbytheContractor,asupdatedwiththeapprovalof the Employer, and complete them by the Intended Completion Date.

18. Approvalby the Employer:

18.1 TheContractorshallsubmitSpecificationanddrawingsshowingtheproposedTemporaryWorksto the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 TheContractorshallberesponsibleforthedesignof Temporary Works
18.3 TheEmployer'sapprovalshallnotaltertheContractor'sresponsibilityfordesignoftheTemporary Works.
18.4 TheContractorshallobtainapprovalofthirdpartiesto thedesignofthirdpartiesto thedesignofthe temporary Works where required.
18.5 AllDrawingspreparedbytheContractorfortheexecutionofthetemporaryorpermanent Works,are subject to prior approval by the Employer before their use.

19. Safety

19.1 TheContractorshallbe responsibleforthe safetyofall activitiesonthe Site.

20. Discoveries

20. .1Anything of historical or other interest or of significant value unexpectedly discovered on the Site is thepropertyoftheEmployer.TheContractoristo notifytheEmployerofsuchdiscoveriesandcarry out the Employer's instructions for dealing with them.

21. Possessionof the Site

21.1 TheEmployershallgivepossessionofallpartsoftheSiteto theContractor.Ifpossessionofapartis not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site,toanyplacewhereworkinconnectionwiththeContractisbeingcarriedoutorisintendedtobe carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 TheContractorshallcarryoutallinstructionsoftheEmployerwhich complywith theapplicablelaws where the Site is located.

24. Procedureforresolutionof Disputes:

24.1 IftheContractorisnotsatisfiedwith thedecisiontakenbytheEmployer,thedisputeshallbereferred by either party to Arbitration within 30 days of the notification of the Employer's decision.
24.2 IfneitherpartyrefersthedisputetoArbitrationwithintheabove30days,theEmployer'sdecisionwill be final and binding.
24.3 TheArbitrationshallbeconductedinaccordancewiththearbitrationprocedurestatedintheSpecial Conditions of Contract.

B. Time Control

25. Program

25.1 WithinthetimestatedintheContractDatatheContractorshallsubmittotheEmployerforapprovala Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor mayrevisetheProgramandsubmititto theEmployeragainatanytime.ArevisedProgramisto show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 TheEmployershallextendtheIntendedCompletionDateifaCompensationEventoccursora Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21daysoftheContractoraskingtheEmployerforadecisionupontheeffectofaCompensationEvent or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 TheEmployermayinstructtheContractorto delaythestartorprogressofanyactivitywithin the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a managementmeetingshallbetoreviewtheprogressachievedandtheplansforremainingwork.

28.2 Theresponsibilityofthepartiesforactionstobetakenistobedecidedbytheemployereitheratthe management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QualityControl

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found.SuchcheckingshallnotaffecttheContractor'sresponsibilities.TheEmployermayinstructthe Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whetheranyworkhasaDefectandthetestshowsthatitdoes,theContractorshallpayforthetestand any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 TheEmployershallgivenoticeto theContractorofanyDefectsbeforetheend oftheDefectsLiability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 EverytimenoticeofaDefectisgiven,theContractorshallcorrectthenotifiedDefectwithinthelength of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employerwillassessthecostofhavingthe Defectcorrected,andtheContractorwillpaythisamount.

D. Cost Control

33. BillofQuantities (BOQ)

33.1 TheBOQshallcontainitemsfortheconstruction,installation,testing,andcommissioningworktobe done by the Contractor.

33.2 TheBOQisused to calculatetheContractPrice.TheContractorispaid forthequantityofthework done at the rate in the BOQ for each item

34. Variations

34.1 TheEmployershallhavepowerto ordertheContractorto doanyorallofthefollowingasconsidered necessary or advisableduring the progress of the work by him

(a) IncreaseordecreaseofanyitemofworkincludedintheBillofQuantities (BOQ);
(b) Omitanyitemofwork;
(c) Changethecharacterorqualityorkindofanyitemofwork;
(d) Changethelevels,lines,positionsanddimensionsofanypartofthework;
(e) Executeadditionalitemsofworkofanykindnecessaryforthecompletionoftheworks;and
(f) Changein anyspecifiedsequence,methodsortimingofconstructionofanypartofthework.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection,whichmaybegiventohiminwritingbytheEmployerandsuchalterationshallnotvitiate or invalidate the contract.

34.3 VariationsshallnotbemadebytheContractorwithoutanorderinwritingbytheEmployer,provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 TheContractorshallpromptlyrequestin writingtheEmployerto confirmverbalordersandifnosuch confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Paymentforincreaseinthequantitiesofan itemin theBOQup to 25%ofthatprovided in theBillof Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractorshallbepaid attherateentered in orderivedfromin theScheduleofRates(applicablefor the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the areaoftheworkandcurrentatthetimeofawardofcontract)andiffoundfeasiblethepaymentwould be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 Ifthe rates foradditional, substituted or altereditemof workcannot be determined eitheras at 35.1 or 35.2or35.3above,theContractorshallberequestedtosubmithisquotationfortheitemssupportedby analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and makeachangetotheContractPricewhichshallbebasedonEmployer'sownforecastoftheeffectsof the Variation on the Contractor's costs.

35.6 IftheEmployerdecidesthattheurgencyofvaryingtheworkwouldpreventaquotationbeinggiven and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 UndernocircumstancestheContractorshallsuspendtheworkonthepleaofnon-settlementofrates for items falling under this Clause.

36. Submission of bills for payment

36.1 TheContractorshallsubmitto theEmployermonthlybillsofthevalueofthework completed lessthe cumulative amount paid previously.

36.2 The Employer shall check the Contractor's billand determine the value of the work executed which shallcompriseof(i)valueofthequantitiesoftheitemsin theBOQcompleted and (ii)valuation of Variations and Compensation Events.

36.3 TheEmployermayexcludeanyitempaidinapreviousbillorreducetheproportionofanyitem previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contractandtaxes,atsource,asapplicableunderthelaw.TheEmployershallpaytheContractorthe within 60 days of submission of bill.

37.2 ItemsoftheWorksforwhich no rateorpricehasbeen entered in willnotbepaid forbytheEmployer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 Thefollowing are Compensationeventsunless they arecaused by the Contractor:

(a) TheEmployerdoesnotgiveaccesstoapartoftheSitebytheSitePossessionDatestated in the Contract Data.
(b) TheEmployerordersadelayordoesnotissuedrawings,specificationsorinstructions required for execution of works on time.
(c) TheEmployerinstructstheContractorto uncoverorto carryoutadditionaltestsupon work which is then found to have no Defects.
(d) TheEmployergivesaninstructionfordealingwith anunforeseencondition,causedbythe Employer, or additional work required for safety or other reasons.
(e) TheeffectontheContractorofanyoftheEmployer'sRisks.
(f) TheEmployerunreasonablydelaysissuinga Certificateof Completion.
(g) OtherCompensationEventslistedintheContractDataormentionedintheContract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended CompletionDateisextended.TheEmployershalldecidewhetherandbyhowmuchtheContractPrice shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the ContractPriceshallbeadjustedaccordingly.IftheContractor'sforecastisdeemedunreasonable,the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adverselyaffected bythe Contractor nothaving given earlywarning or nothaving cooperated with the Employer.

39. Tax

39.1 TheratesquotedbytheContractorshallbedeemedto beinclusiveofthesalesandothertaxesthatthe Contractor will have to pay for the performance of this Contract.The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment: [28]

[28] **DeletethisClauseiftheperiodofcompletionislessthan12months**

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels andlubricantsinaccordancewiththefollowingprinciplesandproceduresandasperformulaegivenin the Contract Data.[29]

(a) ThepriceAdjustmentshallapplyfortheworkdonefromthedateofcommencementupto theend of original period of completion or extensions granted by the Employer and shall not apply towork carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) PriceAdjustmentshallbeadmissiblefromthedateofopeningoftenders(originalorextended)
(c) Thepriceadjustmentshallbedeterminedduringeachquarterfromtheformulaegivenincontract Data.
(d) Followingexpressionsandmeaningsareassignedto theworkdoneduringthequarter:

R= Total value of work done during the quarter.It will **exclude** value for works executedundervariationsforwhichpriceadjustment(ifany)willbeworkedout separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 TheContractorshallpayliquidateddamagesto theEmployerattherateperdaystatedin theContract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the ContractData).The totalamountof liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shallcorrectanyoverpaymentofliquidateddamagesbytheContractorbyadjustingthenextpayment of bill.

42. Advance Payments:

42.1 TheEmployershallmakepaymenttotheContractoroftheamountsstatedintheContractDatabythe date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specificallyforexecutionoftheWorks.TheContractorshalldemonstratethatadvancepaymenthas been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis.Noaccountshallbetakenoftheadvancepaymentoritsrepaymentin assessingvaluationofthe work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount andformandtypeofinstrumentacceptabletotheEmployer.TheSecuritydepositshallbevaliduntila date 30 days from the date of expiry of Defects Liability Period and the additional security for

[29]ReferGOKOrderNo.FD59Pro.Cell2004,BangaloreDated26th November2004

unbalancedtendersshallbevaliduntiladate30daysfromthedateofissueofthecertificateof completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and theendoftheDefectsCorrectionperiodsshallberemediedbytheContractorattheContractor'scostif the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 TheContractorshallrequesttheEmployerto issueaCertificateofCompletionoftheWorksandthe Employer will do so upon deciding that the Work is completed.

46. Takingover

46.1 TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofissuingacertificateof Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employershallissuewithin 90daysaschedulethatstatesthescopeofthecorrectionsoradditionsthat are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor andmake payment within 60 days of receiving the Contractor's revised account.

48. Asbuiltdrawings and/orOperating andMaintenance Manuals

48.1 If"asbuilt"[30]Drawingsand/oroperatingandmaintenancemanualsarerequired,theContractorshall supply them by the dates stated in the Contract Data.

48.2 IftheContractordoesnotsupplytheDrawingsbythedatesstatedin theContractData,ortheydonot receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 TheEmployerortheContractormayterminatetheContractiftheotherpartycausesafundamental breach of the Contract.

49.2 Fundamentalbreachesof Contractinclude, butshallnotbelimited tothe following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) theEmployerinstructstheContractortodelaytheprogressoftheWorksandthe instruction is not withdrawn within 60 days;

(c) TheContractorbecomesbankruptorgoesinto liquidationotherthanforareconstruction or amalgamation;

(d) apaymentdueto theContractorisnotpaid bytheEmployerwithin 90daysofthedateof the submission of the Bill by Contractor;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breachofContractandtheContractorfailstocorrectitwithinareasonableperiodoftime determined by the Employer;

[30]Completiondrawings

(f) theContractordoes notmaintain asecuritywhichis required;
(g) the Contractor has delayed the completion of works bythe number of days for which the maximumamountofliquidateddamagescanbepaidasdefinedintheContractdata;and
(h) iftheContractor,in thejudgmentoftheEmployerhasengagedin corruptorfraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corruptpractice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution."Fraudulent practice" means a misrepresentationoffactsinordertoinfluenceaprocurementprocessortheexecutionofa contracttothedetrimentoftheBorrower,andincludescollusivepracticeamongTenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 WheneitherpartytotheContractgivesnoticeofabreachofcontracttotheEmployerforacauseother than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 NotwithstandingtheabovetheEmployermayterminatetheContractfor convenience.

49.5 If the Contract is terminated the Contractor shall stopworkimmediately,maketheSitesafeandsecure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at sourceasperapplicablelawandlessthepercentagetoapplytotheworknotcompletedasindicatedin the Contract Data. Additional Liquidated Damages shall not apply.If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonablecostofremovalofEquipment,repatriationoftheContractor'spersonnelemployedsolely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate,less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 AllmaterialsontheSite,Plant,Equipment,TemporaryWorksandWorksaredeemedto bethe property of the Employer,if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustratedby anyevent entirely outside the control of either the Employer or the ContractortheEmployershallcertifythattheContracthasbeenfrustrated.TheContractorshallmake the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

TheContractorshall,unlessotherwiseprovidedin theContract,makehisownarrangementsforthe engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

TheContractorshall,ifrequired bytheEmployer,deliverto theEmployerareturn in detail,in such formand at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labourregulations :

Duringcontinuanceofthecontract,theContractorandhissubcontractorsshallabideatalltimesbyall existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations ornotifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit.The Employer shall also have right to recover from the Contractor anysum required or estimated to be required for making good the loss or damage suffered by theEmployer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employeesof the Employer at any point of time.

3. Protectionof Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and toavoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passedornotificationthatmaybeissuedin thisrespectin futurebytheStateorCentralGovernmentor the local authority.

4. Arbitration(Clause24)

4.1 Theprocedureforarbitration shallbeas follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at…..... [31],Karnataka,India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation,etc.,shall be borne by each party itself.

(d) **Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

[AddotherClausesspecifictotheworkforwhichtendersare invited.]

[31]TobefilledinbytheEmployerbeforeissueoftheTender document.

Annexure:

LISTOF ORGANIZATIONS WHO ARECONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[32]

1. IndianCouncilofArbitration,NewDelhi;
2. InternationalCentreforAlternativeDisputesResolution(India);
3. IndianRoadsCongress;
4. IndianBuilding Congress;
5. IndianInstituteofBridge Engineers;
6. IndianInstituteofPublicHealth Engineers;
7. Institute of Water Works

[32]AddanyotherOrganizationconsideredsuitable.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

Thefollowingdocumentsarealsopartof theContract:	**Clause Reference**
• TheScheduleofOperatingandMaintenanceManuals	[48]
• TheMethodologyandProgramof Construction	[25]
• SiteInvestigationReports	[14]
• TheScheduleofKeyandCriticalEquipmentto bedeployed on the work as per agreed program of construction.	[25]

The Employer is :

Name: _____ [1.1]

Address: _____

Name of authorized Representative:_____

Thenameandidentificationnumberoftheis

[insertnameandnumberasindicatedin theInvitationforTenders]. [1.1]

The Works consistof ----------
[briefsummary,includingrelationshiptoothercontractsunderthe Project].

Thestart date shall be the date of issueof notice to proceed with the work. [1.1]

TheIntendedCompletionDateforthe whole of the Worksis ----------[33]withthefollowing milestones [17, 26]

Milestonedates:

	Physicalworksto becompleted	Periodfromthe dateofissue of

Noticeto proceedwiththework

Milestone 1 i.e., ... months
Milestone 2 i.e., ... months
Milestone 3 i.e., ... months

TheSitePossessionDateis:[34] [21]

The Site is located at _____ [1.1]
and is defined in drawings nos. _____
_____

[33]Atthetimeofpreparationofthetenderdocumentgivetheperiodrequiredforcompletionofwholeworkand the milestones. When the Agreement is drawn after award of contract the dates can be put in.
[34]Atthetimeofpreparationofthetenderdocumentgivetheperiodaftertheissueofworkorder,whenthesite would be made available to the contractor, for example 'one week after the issue of work order'

TheDefectsLiabilityPeriodis_____ days[35]. [31]

Insurancerequirementsareasunder: [13]

	Typeof Cover	Minimumcoverfor Insurance[36]
(i)	Works and of Plantand materials	The sumstated in the Agreementplus20%
(ii)	Lossordamageto equipment	Fullreplacementcost
(iii)	Lossordamagetoproperty ofThird Party	Fullreplacementcost
(iv)	Personalinjuryordeath insurance (a) for Third Party[37]	
	(b) for Contractor's employeesorlabour	Inaccordancewiththe statutoryrequirements applicable to Karnataka

PriceAdjustment Formula;[38] [40]

R=Valueofworkasdefined in Clause40.1ofConditionsof Contract.

Adjustmentforlabour component:

(i) Priceadjustmentforincreaseordecreaseinthecostduetolabourshallbepaidinaccordancewith the following formula:

V_L=0.85XP_L/100X RX(L_i-L_o) /L_oWhere,

V_L=Increase ordecreaseinthecostofwork duringthe quarterunder considerationdueto changesin ratesforlocallabour;
L_o=Theaverage consumerprice index[39]for industrialworkers for .....[40]Centreforthe quarterprecedingthedateofopeningoftendersaspublishedbytheLabourBureau, Ministry of Labour, Government of India;
L_i=Theaverageconsumerpriceindexforindustrialworkersfor..... Centreforthequarter underconsiderationaspublishedbyLabourBureau,MinistryofLabour,Governmentof India
P_L= Percentageoflabourcomponentofthework

Adjustment for Cement Component:

[35]The period should depend up on the period required for testing of the work. In case of building itcould be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running ofcanal whichever is lower; roads and highways passing of one monsoon (12 months)
[36]Employertospecifyasperrequirement.Exclusionsifanyshouldalsobe specified.
[37]Specify an appropriatefigure. For normal worksit could beRs.20lakhstocover4persons@Rs.5lakhseach.
[38]TheFormulahassomenormalcomponents.Itshouldbechangedifneedbeto suitthenatureofthework.
[39]TheIndexnumbersareavailablein thewebsite*http://labourbureau.nic.in/indtab.html*
[40] Insert the name of center. The centers for which the indices presently available for Karnataka State are Bangalore,Belgaum,Hubli/Dharwad,Mercara.Chosethecenternearesttothework forwhich tendersare invited.

(ii) Priceadjustmentforincreaseordecreaseinthecostofcementcomponentprocuredbythe contractor shall be paid in accordance with the following formula.

$$V_C=0.85X\ P_C/100X\ RX(C_i- C_o)/C_o,\text{Where,}$$

V_C=Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;
C_o=The all India averagewholesale price index [41]for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of EconomicAdvisor,MinistryofCommerceandIndustry,GovernmentofIndia,NewDelhi;
C_i=The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
P_C=Percentageofcementcomponentofthework

Note:FortheapplicationofthisclauseindexofOrdinaryPortlandCement[42]has been chosen to represent Cement Group

Adjustmentforsteel component:

(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall bepaid in accordance with the following formula.

$$V_S=0.85\ XP_S/100\ XRX\ (S_i- S_o)/S_o\text{where,}$$

V_S = Increase or decrease in the cost of work during the quarter under consideration due tochanges in the rates for steel;
S_o = The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
S_i= The allIndia average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi
P_S=Percentageofsteelcomponentofthework

Note: For the application of this clause, index of M.S.Bars and Rods[43] has been chosen to represent steel group.

AdjustmentofBitumenComponent:

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B=0.85X\ P_B/100XRX(B_i- B_o)/B_o,\text{Where}$$

V_B=Increaseordecreaseinthecostofworkduringthequarterunderconsiderationdueto changes in the rate for bitumen.
B_o=TheofficialretailpriceofbitumenattheIOC/HPCL/BPLoranyotherdepotat…….

[44]ontheday30 dayspriortothedateof openingofBids.

B_i =The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ……. for the 15th day of the middle calendar month of the quarter under consideration.

P_B=Percentageofbitumencomponentofthework.

---

[41]Theindexnumberareavailableinthewebsite*http://eaindustry.nic.in*

[42]Thismaybechangedto anyothertypeofcementdependingonthenatureofwork.

[43]Thismaybechangeddependingonthemajortypeofsteeluseddependingonthenatureofwork

[44]Insert the nearest location ofPOL Depot

AdjustmentofFuelandLubricant component:

(v) Priceadjustmentforincreaseordecreaseincostof FuelandLubricantsshallbepaidin accordance with the following formula:

$$V_F=0.85\ XP_F/100\ X\ RX\ (F_i- F_o)/\ F_o,\text{Where,}$$

V_F=Increaseordecreaseinthecostofworkduringthequarterunderconsiderationdueto changes in the rates for Fuel and Lubricants.

F_o=TheofficialretailpriceofHighSpeedDiesel(HSD)attheIOC/HPCL/BPLorother consumer pump at .....[45]on the day 30 days prior to the date of opening of Bids.

F_i= The officialretailpriceofHSDattheIOC/HPCL/BPLorotherconsumerpumpat …..... forthe15th dayofthemiddlecalendarmonthofthequarterunder consideration.

P_F=Percentageof FuelandLubricantcomponentofthe work.

Note: For the application of thisClausethepriceofHSD[46]hasbeenchosentorepresentFuel and Lubricant Group

AdjustmentforPlantandMachinerySparesComponent:

(vi) Priceadjustmentforincreaseordecreaseinthecostof plantandmachinerysparesprocuredbythe contractor shall be paid in accordance with the following formula:

$$V_P=0.85X\ P_P/100X\ RX(P_i–P_o)/P_o,\text{Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due tochanges in the rates for plant and machinery spares.

P_o= The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i =The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_B=PercentageofPlantand MachinerySparescomponentofthe work.

Note: For the application of this Clause index of Heavy Machinery and Parts[47] has been chosen to represent the Plant and Machinery Spares Group.

AdjustmentforOthermaterials.:

(vii) Price adjustment for increase or decrease in the cost ofother materials other than cement, steel, bitumen and Fuel and Lubricants[48],procured by the contractor shall be paid in accordance withthe following formula:

$$V_M=0.85XP_M/100XRX(M_i– M_o)/M_o\ ,\text{Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

[45]InsertthelocationofthenearestPOLConsumerpump
[46]Thiscouldbeappropriatelychangedto anyotheritemdependingonthenatureofwork.
[47]Thiscouldbeappropriatelychangedto anyotheritemdependingonthenatureofthework.
[48]Add,deleteor changedependingonthe natureofwork.

M_o=TheallIndiaaveragewholesalepriceindexforallcommoditiesforthequarterprecedingthe date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i =The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M=Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

Thefollowingpercentages[49]willgovernthepriceadjustmentfortheentirecontract:[50]

1.	Labour – P_L	…….. %
2.	Cement–P_C	……%
3.	Steel– P_S	……%
4.	Bitumen–P_B	……%
5.	Fueland Lubricants– P^{51}_F	……%
6	Plant and Machinery Spares – P^{52}_P	……%
7	Othermaterials–P_M	…….%
	TOTAL	100 %[53]

Theliquidateddamagesforthewholeoftheworksare
Rs.————————————(amount)perday[54]andthatforthemilestonesareas under:

For Milestone 1: Rs.....per day [41]
For Milestone 2: Rs.....per day
For Milestone 3: Rs.....Per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]

Theamountsoftheadvancepaymentare: [42]

Nature of Advance	Amount(Rs.)	Conditionstobefulfilled
1. Mobilization	5%oftheContractprice	Onsubmissionofun-conditionalBank Guarantee. (tobe drawn beforeend of 20%of Contractperiod)

(Theadvancepaymentwillbepaidtothe Contractornolaterthan30daysafterfulfillmentoftheabove conditions).

Repaymentofadvancepaymentfor mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interimpayments certified by the Engineer under the Contract.Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such paymentstotheContractorhasreachednotlessthan15percentoftheContractPrice

[49]Thepercentageshaveto beapproximatelyworkedoutontheestimatesofcostandincorporatedin thetender document

before issue. It shall not be changed even if there is change of scope of work during execution.
[50]Thecomponentscouldbeaddedordeletedorchanged dependingonthenatureofthework.
[51]Thiscouldvaryfrom5%fornormalworksand10%forhighlymechanizedoperationsin thework
[52]Thiscouldvaryfrom15%fornormalworksto 30%forhighlymechanizedoperationsin thework
[53]Thetotalofthepercentagesforthevariouscomponentsoftheworksshouldbe100.
[54]Theamountisusuallycomputedonthebasisof0.1%ofthecontractpriceperday.Theamounthasto be specified as a round figure nearest to the hundred.or —— [55]months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of7.5% percent of the amounts of all Interim Payment Certificatesuntil such time as the loan has been repaid, always providedthattheloanshallbecompletelyrepaidpriortotheexpiryoftheoriginaltime for completion pursuant to Clauses 17 and 26.

[56]Thedatebywhich "as-built"[57]drawings(inscale…[58])in 2setsarerequirediswithin 30daysofissue of certificate of completion of Whole or Section of the Work as the case may be. [48]
[59]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built"[60] drawingsor supply of Operation and MaintenanceManualsbythedaterequiredis Rs._____[61] [48]

Thefollowing eventsshall alsobe fundamentalbreach ofthe contract : [49.2]

1. Thecontractorhas contravenedSub-clause 7.1andClause 9of CC.

Thepercentageto applyto thevalueoftheworknotcompletedrepresentingtheEmployer's[50.1] additional cost for completing the Works shall be 30[62]percent.

SECTION 9: BILL OF QUANTITIES

Note:

(1) Item for which no rate or pricehas been entered in will not be paid for by the Employer when executed and shall be deemedcovered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) UnitratesandpricesshallbequotedbytheTendererin Indian Rupees.

(3) Wherethereisadiscrepancybetweentherateinfiguresandwords,thelowerofthetwowillgovern. [ITT Clause 24.1(a)]

(4) Wherethereisadiscrepancybetweentheunitrateandthelineitemtotalresultingfrommultiplyingthe unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OFBANKGUARANTEE FOR SECURITY DEPOSIT

To: _____*[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____*[nameandaddressofContractor]* (hereinaftercalled"the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____*[nameofContractandbriefdescriptionofWorks]* (hereinaftercalled"the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish youwith aBankGuaranteebyarecognizedbankforthesumspecifiedthereinassecurityforcompliancewith his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a BankGuarantee;

NOW THEREFOREweherebyaffirmthatwearetheGuarantorandresponsibleto you,onbehalfof the Contractor, up to a total of Rs._____*[amount of guarantee]*
[63]_Rupees_____*[inwords]*,andweundertaketopay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*[amountofguarantee]*[64]asaforesaidwithoutyourneedingto proveorto show grounds or reasons for your demand for the sum specified therein.

WeherebywaivethenecessityofyourdemandingthesaiddebtfromtheContractorbeforepresenting us with the demand.

Wefurtheragreethatnochangeoradditionto orothermodificationofthetermsoftheContractorof the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Thisguaranteeshallbevaliduntil30daysfromthedateofexpiryoftheDefectsLiability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] AnamountshallbeinsertedbytheGuarantor,representingthepercentageoftheContractPricespecifiedin the Contract

[64] AnamountshallbeinsertedbytheGuarantor,representingthepercentageoftheContractPricespecifiedin the Contract